

Title Number : GM881908

This title is dealt with by Land Registry, Fylde Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy.

This extract shows information current on 18 OCT 2012 at 10:24:22 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: GM881908
Address of Property	: land lying to the south of Tan House Drive, Ashton-in-Makerfield
Price Stated	: Not Available
Registered Owner(s)	: MICHAEL LOWRY and LIAM CARROLL care of 28-44 Alma Street, Luton LU1 2PL.
Lender(s)	: None

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 18 OCT 2012 at 10:24:22. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title.

GREATER MANCHESTER : WIGAN

- 1 (23.09.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the south of Tan House Drive, Ashton-in-Makerfield.
- 2 (23.09.1999) The mines and minerals together with ancillary powers of working are excepted.
- 3 (23.09.1999) The land has the benefit of the following rights reserved by a Conveyance of adjoining land dated 16 April 1972 made between (1) Ann Ashall and Edward Knowles (Vendors) and (2) The National Coal Board (The Board):-

"THERE shall be excepted and reserved out of this Conveyance to the Vendors rights of access to and egress from the land retained by them and shown edged blue on the plan hereunto annexed with or without vehicles over the land hereby conveyed in the position shown coloured brown on the said plan PROVIDED ALWAYS that in the event of opencast operations by the Board on the site making his necessary by rendering unavailable part of this access the Purchasers will at their own cost construct a diversion access on the position shown coloured green on the said plan to link up with the existing access road from the south to the west of High Brooks Farm shown with the broken green line on the said plan such diversion to be in permanent substitution for the present right of access over the land coloured brown to the point where the same joins the proposed diversion"

NOTE: Copy plan in Certificate. Copy plan filed under GM822439.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (12.11.2003) PROPRIETOR: MICHAEL LOWRY and LIAM CARROLL of care of 28-44 Alma Street, Luton LU1 2PL.
- 2 (03.10.2001) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless accompanied by a certificate signed by a solicitor confirming that the provisions of clause 9.1. of the Agreement dated 21 September 2001 referred to in the Charges Register have been complied with.
- 3 (12.11.2003) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (23.09.1999) A Deed dated 3 April 1967 made between (1) William Hodgkinson (Proprietor) and (2) The National Coal Board (The Board) contains the following covenants:-

"HEREBY COVENANTS with the Board as follows:-

.....

(b) on making any disposition of the premises or any part thereof (including any Lease Tenancy or Agreement for Lease or Tenancy of the same) to cause the person or persons in whose favour the disposition is made to undertake by agreement in writing with the Proprietor that neither such Grantee or Grantees nor those deriving title coming under them will at any time or times make any claims or demands in respect of any destruction loss or damage of any nature or kind to the premises or any part thereof or any crops or other things therein or thereon arising from or consequent on subsidence prior to the date of this present Agreement occasioned to the premises or any part thereof by mine workings and that such Grantee or Grantees will keep the Board indemnified against any such claims or demands PROVIDED FURTHER that in obtaining such undertakings the proprietor shall be trustee for the Board and shall assign all the right and benefit thereof to the Board at the request and cost of the Board"

- 2 (23.09.1999) An Agreement dated 30 July 1984 between (1) William Hodgkinson and (2) North Western Electricity Board related to the erection and maintenance of overhead transmission lines.

NOTE: Copy filed under GM822439.

- 3 (23.09.1999) A Transfer of the land in this title and other land dated 2 September 1999 made between (1) Ziad Salim Mustafa Al Dajani (Transferor) and (2) John Robinson (Transferee) contains the following covenants:-

"The Transferee for himself and his successors in title hereby covenants with the Transferor that neither the Transferee or its successors in title will at any time make any claim or demand against the Coal Authority or its successors in title in respect of any destruction loss or damage of any nature or kind to the property or any part thereof by mine workings and Transferee will keep the Coal Authority indemnified against such claims or demands"

- 4 (03.10.2001) An Agreement dated 21 September 2001 made between (1) Vineacre Limited (2) Liam Carroll and (3) John Robinson contains provisions which relate to the payment of additional moneys as therein mentioned.

NOTE:- Copy in Certificate. Original filed.

End of register